

LICENSE AGREEMENT

THIS LICENSE entered into this _____ day of

_____ 1980, between the Boston Redevelopment Authority, a
body politic and corporate and a political subdivision of the Commonwealth
of Massachusetts under Chapter 121 of the General Laws and hereinafter
called the Authority, which expression shall include its successors and
assigns when the context so requires or admits, and

James F. Sullivan, Trustee of D.S. Parking Trust

hereinafter called the Licensee, which expression shall include executors,
administrators, successors and assigns when the context so requires or admits.

WITNESSETH, that in consideration of the charges, covenants and

conditions herein reserved and contained on the part of the Licensee to be paid,

performed and observed, the Authority does hereby license unto the Licensee

the following described premises, hereinafter called the licensed premises,

situated in the City of Boston, Massachusetts, as described in Schedule A

hereto annexed.

TO HAVE AND TO HOLD for the term stated in Schedule B hereto annexed unless sooner terminated in accordance with the charges, covenants, conditions and schedules herein set forth.

CONDITION: This license is granted upon the express condition that if the Boston Redevelopment Authority shall notify the Licensee in writing, hand delivered to the Licensee at the licensed premises with copy mailed by regular mail delivery to the business office of the Licensee, this license shall terminate on the thirtieth day after the receipt of such notice. Charges will be apportioned as of the date of such termination. Upon the termination of the license in accordance with the provisions of this CONDITION, the Licensee will remove from the premises all goods and effects not the property of the Authority and will peaceably yield up to the Authority the premises in good repair, order and condition in all respects.

YIELDING AND PAYING therefor, at the office of the
Boston Redevelopment Authority Forty Six Thousand, Three Hundred
(write amount in words)

Dollars (\$46,300.00)

per month, payable in advance.

A deposit of one month's rent is to be paid simultaneously with the acceptance of delivery of this license and the charges for each month or portion thereof, commencing on August 1, 1980, are to be paid on the last day before the beginning of such month or portion thereof. The deposit is to be applied toward the last month's rent.

THE AUTHORITY COVENANTS with the Licensee that the Licensee on paying the charges hereby reserved and performing and observing the covenants and conditions herein on the part of the Licensee contained shall and may peaceably and quietly have, hold and enjoy the premises for the term aforesaid without any interruption by the Authority or any person rightfully claiming under the Authority.

The Authority further covenants with the Licensee that the Authority will review the charges and the rate structure after four months operation.

THE LICENSEE COVENANTS with the Authority that during the aforesaid term and for such further time as the Licensee or any person or persons claiming under the Licensee shall hold the premises or any part thereof:-

1. The Licensee will pay to the Authority the said charges at the times and in the manner aforesaid.

2. The Licensee will pay all charges for water, electricity and other commodities, if any, used on the premises, and keep the sidewalks adjacent thereto, including the "Walkway to the Sea" clear of snow and ice.

3. The Licensee will neither make nor suffer any waste of the premises, but will keep the same in such repair, order and condition as the same are in at the commencement of said term, or may be put in during the continuance thereof, the Licensee by accepting delivery of this license acknowledging the premises to be in good order, repair and condition at the commencement of said term; and agrees to maintain the premises, including the "Walkway to the Sea", and the existing landscaping and shrubbery at his own expense throughout the term of the license.

4. The Licensee will neither make any change in, nor erect nor place any building, structure or sign (except price signs and no-trespassing signs) upon the premises unless the consent of the Authority thereto has first been obtained in writing.

5. The Licensee will permit the Authority or its duly authorized agent to enter upon the premises at any time, either to view and inspect the

same or to remove, without being held responsible therefor, any building, structure or sign (except a price or a no-trespassing sign) not expressly consented to.

6. The Licensee shall permit the Authority, or any other appropriate agency of the City of Boston, or their agents, to enter upon the premises at any time to view the same, and/or to gather empirical data relative to the usage of the lot as it affects the neighboring street system or traffic conditions or the effect of the lot in the over-all supply of parking in the City of Boston or the general area. The Licensee shall not hinder the work of these agents in any way so long as said agents do not impede or obstruct the efficient operation and proper functioning of the parking lot. This provision in no way authorizes or permits the examining of any of the Licensee's books or records by anyone.

7. The Licensee at any one time shall not park within the facility more than the number of cars stated in Schedule C hereto annexed and must conform with all other provisions listed in Schedule C and Schedule D.

8. The Licensee will maintain in company or companies authorized to do business in the Commonwealth of Massachusetts, and keep on

file with the Authority, policies, binders or certificates evidencing the maintenance of insurance, (a) insuring the Licensee against property damage to the extent of Ten Thousand Dollars (\$10,000) for each accident; and, to the extent of Five Hundred Thousand Dollars (\$500,000) for any one person, and to the extent of One Million Dollars (\$1,000,000) for any one accident, against legal liability for loss or damage on account of injury or death of any person (other than a servant or agent of the Licensee while covered by Workmen's Compensation Insurance) while on or about the premises or any street, way or sidewalk adjacent thereto; (b) insuring the payment of Workmen's Compensation benefits to all employees of the Licensee; (c) insuring the Licensee to the extent of One Hundred Thousand Dollars (\$100,000) against legal liability for loss or damage originating from fire, explosion (except explosion of tires) theft of (if the entire motor vehicle is taken), or to, motor vehicles which are the property of others and in the custody of the Licensee on the premises, and riot and civil commotion and malicious mischief and vandalism, with a

maximum of Twenty-five Dollars (\$25.00) deductible on riot and civil commotion or malicious mischief.

9. The Licensee will neither cause nor suffer any nuisance on the premises or any part thereof.

10. The Licensee will use the premises for the parking of motor vehicles in accordance with the regulations hereinafter set forth and for no other purpose.

11. The Licensee will abide by the following regulations with respect to the use, operation and occupancy of the premises (in the REGULATIONS called "the parking facility"):

REGULATIONS

I. The parking area shall be open for business between 10:00 A.M. and 2 A.M. of the following day and there shall be at least one attendant on the premises at all times while the lot is open for business. On Sundays and holidays, the lot may be closed only with prior approval of the Authority.

II. Use of the parking area shall be restricted to automobiles, beach wagons and motorcycles. Parking of buses, trucks and other

commercial vehicles shall not be allowed on the parking facility.

III. Subject to the limitations imposed by Regulation II and to

the rights of the Licensee to charge for use, space for parking any motor vehicle shall, upon reasonable request therefor, be furnished to any person without discrimination.

IV. The Licensee shall not by rule, regulation, sign or other-

wise require any person whom it suffers to enter, be upon, or leave the parking facility, or to park a motor vehicle thereon, to do so at his own risk.

V. Motor vehicles shall be permitted to enter and leave the

parking facility only at places where, at the time, the curbs are cut.

VI. The Licensee shall at all times maintain in a conspicuous

place on the parking facility a price sign, in a form satisfactory to the

authority, bearing the words "public parking facility", the name and business

address of the Licensee, the hours during which the parking facility is open for

business and the Licensee's rates or charges for use of the parking facility.

VII. The Licensee shall indemnify and hold harmless the Authority from any and all claims for injury, loss or damage suffered by any person or property on or about the premises.

VIII. The Licensee shall not conduct, nor permit any person to conduct any business on the premises incidental to the parking of motor vehicles or affecting parked motor vehicles.

THE LICENSEE FURTHER COVENANTS with the Authority:-

A. That the Licensee will not assign, sell or mortgage this license nor sublet the whole or any part of the premises without first obtaining on each occasion the consent in writing of the Authority.

B. That at the expiration of this license or the termination thereof otherwise than by an eminent domain taking, the Licensee will remove from the premises all goods and effects not the property of the Authority and will peaceably yield up to the Authority the premises in good repair, order and condition in all respects.

C. That, if the Licensee fails to maintain, or to keep on file with the Authority policies, binders or certificates evidencing the maintenance of insurance as hereinbefore provided, or if the Licensee suffers any snow or ice to remain upon the sidewalks adjacent to the licensed premises, including the "Walkway to the Sea", for more than two (2) hours between sunrise and

sunset, or if the Licensee fails to replace any inoperable lighting fixture within 48 hours of its failure, then it shall be lawful for the Authority to maintain such insurance or to clear such snow or ice or to replace such inoperable lighting fixture; and the Licensee shall reimburse the Authority for the amount which the Authority shall from time to time expend in so doing.

D. That the Licensee, notwithstanding any other provisions contained in this license, will at all times maintain and operate the parking facility in accordance with the rules and regulations of the City of Boston Traffic and Parking Department and the City of Boston Air Pollution Control Commission and in a manner fully satisfactory to the Boston Redevelopment Authority and promptly and completely comply with whatever rules and directions the Authority, in the exercise of its discretion, shall issue.

E. That the Licensee will pay all reasonable costs, attorneys' fees and expenses that shall be made or incurred by the Authority in enforcing the covenants, agreements and conditions of this license.

PROVIDED ALWAYS, that in case the whole or any part of the premises shall be taken by eminent domain or by military or other public authority, and the premises or any part thereof are as a result of such taking rendered unfit for use for the purpose hereinbefore specified, this license shall immediately terminate. If this license is thus terminated during any month for which the Licensee has paid charges, the Authority shall refund to the Licensee such part of said monthly charges as is proportionate to the unexpired part of said month. The Authority hereby expressly reserves and excepts all rights to all direct consequential damages to the premises and the estate hereby created which may accrue by reason of any exercise of the right of eminent domain or by reason of anything lawfully done in pursuance of any public or other authority; and the Licensee hereby covenants to execute and deliver to the Authority such instruments of assignment of such rights as the Authority may from time to time request.

PROVIDED ALSO, and this license is upon this condition, that if the Licensee shall neglect or fail to perform or observe any of the covenants

and agreements herein contained and on the part of the Licensee to be performed or observed, or if the estate hereby created shall be taken on execution or by other process of law, or if any assignment shall be made of the Licensee's property for the benefit of creditors, or if a receiver, guardian, conservator or other similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of the Licensee's property, or if the Licensee commits any act of bankruptcy, or if a petition is filed by or against the Licensee under any bankruptcy law, then, and in any of said cases (notwithstanding any licenses or any former breach of covenant or waiver of the benefit hereof or consent in a former instance), the Authority lawfully may, immediately or at any time thereafter, and without demand or notice, enter upon the premises or any part thereof in the name of the whole, and repossess the same as of the Authority's former estate and expel the Licensee and those claiming through or under the Licensee and remove their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any

remedies which might otherwise be used for arrears of charges or preceding breach of covenant, and upon entry as aforesaid this license shall terminate; and the Licensee covenants that in case of termination under the provisions of statute because of default of the Licensee, the Licensee will indemnify the Authority against all loss and damage which the Authority may suffer or incur by reason of such termination, whether through decreased charges during the residue of the aforesaid term or otherwise.

Any notice from the Authority to the Licensee shall be deemed duly served if sent by registered mail addressed to the Licensee at the premises and any notice from the Licensee to the Authority shall be deemed duly served if sent by registered mail addressed to the Executive Director, Boston Redevelopment Authority, Room 910, New City Hall, Boston, Massachusetts, and the customary registered mail receipt shall be conclusive evidence of such service.

The Licensee's covenants are joint and several if the Licensee is several persons, and are obligations of the partnership and of each partner if the Licensee is a partnership.

SIMULTANEOUSLY with the acceptance of delivery of this license and before the same shall be binding upon the parties hereto, the Licensee shall deliver to the Boston Redevelopment Authority (hereinafter called the Authority) for deposit with its Treasurer:-

either a performance bond in favor of the Authority in the amount of \$35,000, which shall be conditioned upon the faithful performance of the charges, payments, covenants, agreements and conditions herein reserved and contained on the part of the Licensee to be paid, performed and observed, and shall be executed by a surety company authorized to do business in the Commonwealth of Massachusetts;

or CASH, CASHIER'S CHECK, TREASURER'S CHECK OR CERTIFIED CHECK, in the amount of \$35,000, the same to be held by said Treasurer as security for the full and faithful performance and observance by the Licensee of all charges, payments, covenants, agreements and conditions herein contained and to be returned to the Licensee when and provided that the Licensee shall have fully performed and observed all of the said charges, payments, covenants, agreements and conditions on the Licensee's part to be paid, performed and

observed; and it is expressly agreed that the sum so deposited is not an advance payment of or on account of the charges and payments herein reserved, or any part of installment thereof, or a measure of the Authority's damages, and in no event shall the Licensee be entitled to return a particular application of the said sum or any part thereof until the full end of the term hereby granted, and until a reasonable time and opportunity shall have been had thereafter to inspect the said premises for the purpose of determining whether the charges, payments, covenants, agreements and conditions hereof have been fully paid, performed and observed.

THE FOLLOWING SCHEDULES (A, B, C, and D) HERETO ANNEXED
ARE MADE A PART OF THIS LICENSE:

SCHEDULE A

DESCRIPTION OF PREMISES: The area is bounded by State Street, Commercial Street and the John F. Fitzgerald Expressway, and is separated into two parcels by a pedestrian "Walkway to the Sea".

SCHEDULE B

TERMS AND LIMITS OF LICENSE: One year from August 1, 1980, unless revoked earlier by the Boston Redevelopment Authority.

SCHEDULE C

PLAN: The Plan of the property is described in Schedule A.

MAXIMUM NUMBER OF CARS TO
BE PARKED AT ANY ONE TIME: 179

SPECIAL PROVISIONS: The Licensee shall not allow cars to be deposited on public rights-of-way adjacent to the property.

SCHEDULE D

The Licensee shall operate the lot in accordance with the rate schedule set forth below:

DAYS 10 AM - 6 PM

Each hour or \$1.00
part of an hour

NIGHTS 6 PM - 2 AM

First hour .75
Each additional hour .75
Maximum nightly rate \$3.00

SATURDAYS AND SUNDAYS - ALL DAY

First hour .75
Each additional hour \$.75

The Licensee shall not charge more or less than the rates shown above and is forbidden to accept an advance deposit from parking patrons. Weekly or monthly rates are prohibited.

SIGNED AND SEALED at Boston, Massachusetts, the day and
year first above written.

BOSTON REDEVELOPMENT AUTHORITY

By _____
Executive Director

Executed in triplicate:

Approved as to form:

Chief General Counsel
Boston Redevelopment Authority

LICENSEE:

TO: BOSTON REDEVELOPMENT AUTHORITY
FROM: ROBERT J. RYAN, DIRECTOR
SUBJECT: DOWNTOWN WATERFRONT FANEUIL HALL PROJECT, MASS. R-77
CERTIFICATE OF COMPLETION FOR PARCEL E-8
LICENSE AGREEMENT FOR PARCEL D-10

3954
712

Disposition Parcel E-8 at North and Clinton Streets was conveyed to James F. Sullivan, Trustee of D.S. Parking Trust on August 1, 1979, for the purpose of constructing a permanent parking facility for 597 vehicles, with ground floor commercial space.

Construction of the parking garage has been completed and the developer has requested the issuance of a Certificate of Completion in accordance with the provisions of the Land Disposition Agreement.

The Authority staff has inspected the building and has determined that construction of the improvements has been substantially completed in accordance with final plans and specifications. During the inspection, however, certain items were listed as work remaining to be satisfactorily completed by the developer. The developer has requested issuance of the certificate at this time and has agreed to an escrow account in the amount of \$50,000. The deposit will be held in escrow and will be returned to the developer when the work is satisfactorily completed.

In accordance with the terms of the Land Disposition Agreement with the developer, the developer has agreed to operate the so-called D-10 parking lot at the same \$46,300 per month rental paid by the present licensee. As the present license expires July 31, 1980, it is recommended that a new license agreement be executed with D.S. Parking Trust effective August 1, 1980, at a monthly rent of \$46,300 subject to 30 day cancellation by the Authority and substantially in accordance with the terms and conditions as attached.

It is recommended that the Authority authorize the Director to issue a Certificate of Completion for Parcel E-8 to James F. Sullivan, Trustee of D.S. Parking Trust.

Appropriate votes follow:

VOTED: That the Director be and hereby is authorized for and on behalf of the Boston Redevelopment Authority to execute and deliver a Certificate of Completion for Parcel E-8 in the Downtown Waterfront-Faneuil Hall Urban Renewal Area; and

FURTHER
VOTED: That the Director be and hereby is authorized to execute a license agreement with James F. Sullivan, Trustee of D.S. Parking Trust, concerning the operation of the D-10 parking lot, at a monthly rental of \$46,300; subject to a 30 day cancellation clause; and to be substantially in accordance with the terms and conditions attached hereto.

Attachment